

REMARKS

Claims 1-21 were pending in the current application. Applicants have amended claims 1-15, 17-21, canceled claim 16, and added claims 22 and 23. No new matter has been added. Reexamination and reconsideration of all pending claims are respectfully requested.

35 U.S.C. § 102

The Office Action rejected claims 1-21, including independent claim 1, under 35 U.S.C. §102(b) based on Mini et al., U.S. Patent 6,684,196 ("Mini").

Mini discloses a system for facilitating a sale of real property "between a buyer and a seller." Mini, Abstract. Services provided to the buyer and seller include choosing an agent (step 206, FIG. 2), finding a home (step 214), establishing a contract (step 220), and negotiating a closing (step 222).

Notably missing from this Mini real property transaction system is the concept of conducting an escrow, a concept central to the present invention and recited in some form in each pending claim. As noted in the Specification, at p. 1, ll. 17-25, an escrow:

...is a conditional delivery of money, property or documents evidencing or transferring rights therein, to a third party to be kept by that party until certain conditions are satisfied and then to be delivered over to an obligee or grantee. The property or documents thus conditionally held are also called the escrow and the contract defining the conditions of the second delivery is called the 'escrow agreement or escrow instructions'. An escrow is a device most frequently utilized in real-estate transactions. A deed, for example, delivered in escrow does not operate as an obligation or conveyance so long as it remains in the hands of the third person. When the prescribed conditions are fulfilled, the deed generally takes effect from the second delivery.

No third person or third party conditional transaction, or no escrow, is contemplated, suggested, or disclosed as being performed in the manner claimed within the Mini system. While the Mini design does contemplate the existence of escrow services, those services are not provided by the Mini design, but instead at some remote location. *See, e.g.*, Mini, col. 15, ll. 61-65 (“To effect the closing, the escrow officer sets up meetings with both the buyer and the seller for execution of documents, exchange of money, and transfer of the property (blocks 2118 and 2120)”); *see also*, FIGs. 17 and block 1728 (“customer goes to services area, chooses title/escrow”; escrow performed as an “Outsource” function); FIG. 20 and block 2023 (“Escrow receives contingencies”) In fact, all escrow related services are considered “outsourced” functions, to be performed by persons external to the Mini design. In short, the Mini system does not do escrow. An unrelated escrow agent provides escrow services, not the Mini design.

The present design, in contrast, provides for communication or videoconferencing between locations facilitating an escrow transaction or escrow related services. In one sense, the present system could be a system outsourced to by the Mini design for the performance of escrow related services or transactions. To bolster the particular benefit conferred by the present design, Applicant has amended claim 1 to read “wherein the escrow transaction comprises a conditional delivery of items from a first party to a third party until certain conditions are satisfied followed by delivery of the items from the third party to the second party”. Such a design is not shown by Mini, which as noted only refers to outsourcing escrow related services and nothing more.

Thus claim 1, as amended, is not anticipated by Mini. Claims depending from allowable claim 1 are also not anticipated by Mini, as they include limitations not shown by the cited reference.

Applicant has added independent claims 22 and 23, which include similar escrow related limitations to claim 1 and are generally allowable for the same reasons discussed above. For example, claim 22 recites “wherein the escrow service at least partially comprises a conditional delivery of items from a first party to a third party until certain

conditions are satisfied followed by delivery of the items from the third party to the second party”, a concept missing from the Mini design. For the foregoing reasons, namely the inability of the Mini design to enable or provide an escrow service as claimed, claims 22 and 23 are also not anticipated by Mini.

Accordingly, it is respectfully submitted that all pending claims, as amended, fully comply with 35 U.S.C. § 102.

CONCLUSION

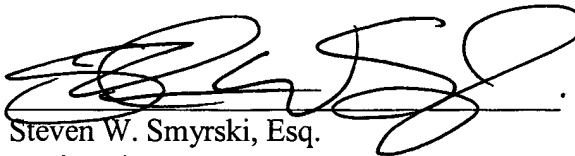
In view of the foregoing, it is respectfully submitted that all claims of the present application are in condition for allowance. Reexamination and reconsideration of all of the claims are respectfully requested and allowance of all the claims at an early date is solicited.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Applicant believes that no fees are due in accordance with this Response beyond those included herewith. Should any fees be due, the Commissioner is hereby authorized to charge any deficiencies or credit any overpayment to Deposit Account 502026.

Respectfully submitted,

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